

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B8400130

**PRINT DATE:** 11/02/21

**PAGE:** 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

### VENDOR ID:

MIK INDUSTRIES INC  
9115 G WHISKEY BOTTOM RD

LAUREL, MD 20723  
(301 )497-1990

### REFER QUESTIONS TO:

KIMBERLY HACKETT  
(410 )767-0788  
KIMBERLY.HACKETT@MARYLAND.GOV

### ITB:

**EXPR DATE:** 01/31/22  
**POST DATE:** 01/25/18

**DISCOUNT TERMS:** . NET 30 DAY  
**CONTRACT AMOUNT:** .00

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

STATEWIDE CONTRACT FOR BAKERY PRODUCTS

SOLICITATION NUMBER: MDDGS31022773

THIS IS A STATEWIDE CONTRACT AND MAY BE USED BY ALL STATE AGENCIES, COUNTIES, MUNICIPALITIES, AND OTHER ELIGIBLE ENTITIES.

EXTEND EXPIRATION TO JANUARY 31, 2022

ORIGINAL: 001B6400287

FIRST: 001B7400308

FINAL: 001B8400130

THIS IS THE FINAL RENEWAL OPTION

VENDOR : MIK INDUSTRIES DBA FOOD CO USA  
VENDOR CONTACT: SEEMA SINGH  
VENDOR NUMBER : 301-497-1990  
VENDOR E-MAIL : SEEMA@FOODCOUSA.COM

BUY AMERICAN PROVISION:

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### TERMS (cont'd):

PURSUANT TO 7 CFR PART 210.21(D), THE BUY AMERICAN PROVISION REQUIRES SCHOOL FOOD AUTHORITIES (SFA) TO PURCHASE, TO THE MAXIMUM EXTENT POSSIBLE, DOMESTIC COMMODITIES OR PRODUCTS.

A DOMESTIC COMMODITY OR PRODUCT IS ONE THAT IS MANUFACTURED OR GROWN IN THE UNITED STATES AND PROCESSED IN THE U.S. USING SUBSTANTIAL AGRICULTURAL COMMODITIES THAT ARE PRODUCED IN THE UNITED STATES. SUBSTANTIAL MEANS THAT OVER 51% OF THE FINAL PROCESSED PRODUCT CONSISTS OF AGRICULTURAL COMMODITIES THAT WERE GROWN DOMESTICALLY.

ADDITIONALLY, THE BUY AMERICAN PROVISION REQUIRES THAT ALL PRODUCTS NORMALLY PURCHASED BY A FOOD DISTRIBUTOR AS NON-DOMESTIC, AND ARE PROPOSED TO FULFILL CONTRACT REQUIREMENTS, MUST BE IDENTIFIED WITH THE COUNTRY OF ORIGIN. THESE PRODUCTS MUST ALSO BE MARKED OR NOTED ON INVOICES SO THAT RECEIVING ENTITIES MAY CLEARLY IDENTIFY THE PRODUCTS AT THE TIME OF DELIVERY.

VENDORS MUST MAKE ALL ATTEMPTS TO SUPPLY FOOD PER FEDERAL REGULATIONS THAT REQUIRE FOODS TO BE OF DOMESTIC ORIGIN TO THE MAXIMUM EXTENT POSSIBLE.

PRODUCT ACCEPTABILITY SHALL BE AT THE SOLE DISCRETION OF THE USING AGENCY.

ANY PRODUCT DELIVERED AS A RESULT OF THIS AWARD, WHICH DOES NOT MEET SPECIFICATIONS OR IS OTHERWISE FOUND TO BE DEFECTIVE, SHALL BE REJECTED AND RETURNED AT THE VENDOR'S EXPENSE FOR REPLACEMENT OR CREDIT.

#### PAYMENT:

FOLLOWING DELIVERY AND ACCEPTANCE OF ORDERS, FOOD CO USA SHALL SUBMIT AN ORIGINAL INVOICE TO THE ACCOUNTS PAYABLE DEPARTMENT OF EACH INDIVIDUAL ORDERING AGENCY, OR OTHER CONTACT AS AGREED UPON BY FOODCO AND THE ORDERING AGENCY.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION #MDDGS31022773 INCORPORATED HEREIN BY REFERENCE.

#### SPECIFICATIONS:

1.

QUANTITIES SHOWN ARE APPROXIMATE AND ARE NOT TO BE CONSTRUED AS MINIMUM OR MAXIMUM. ACTUAL QUANTITIES ORDERED MAY VARY CONSIDERABLY FROM ESTIMATED USAGE.

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### TERMS (cont'd):

2.

PRICES ARE TO BE QUOTED IN THE "UNIT" AS INDICATED ON THE BID. DEVIATIONS FROM THE "UNIT" PRICE REQUESTED MAY BE CAUSE TO REJECT THE BID.

3.

BREAD TO BE FURNISHED UNDER THIS CONTRACT SHALL BE CONVENTIONAL LOAF, SLICED, WRAPPED AND AS DELIVERED AS A STANDARD PRODUCT TO GROCERS. ALL PRODUCTS SHALL BE SO PACKAGED THAT PROTECTION FROM DIRT, FILTH, OR OTHER CONTAMINATION IS ENSURED. COMMERCIAL PACKAGING IN MOISTURE-VAPOR RESISTANT WAXED PAPER, REGENERATED CELLULOSE FILM, PLASTIC FILM, ETC., IS ACCEPTABLE.

4.

UNLESS OTHERWISE INSTRUCTED BY THE USING AGENCIES, DELIVERIES ARE TO BE MADE IN COMPLIANCE WITH DELIVERY SCHEDULES AS INDICATED ON INQUIRY. DELIVERIES TO COVER SUNDAYS AND LEGAL HOLIDAYS WILL BE MADE ON THE PRECEDING DAY. HOURS OF THE DAY AND POINTS AT WHICH DELIVERIES WILL BE MADE SHALL BE ESTABLISHED BY THE RESPECTIVE AGENCIES IN WRITING TO THE BIDDER(S) AWARDED THE CONTRACT.

5.

IT SHALL BE UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL BE TERMINATED IMMEDIATELY SHOULD THE SANITARY CONDITIONS AS DETERMINED BY INSPECTION OF THE DELIVERED PRODUCT OR THE PLANT WHERE IT IS PRODUCED INDICATED IN THE JUDGEMENT OF THE STATE THAT SUCH ACTION IS NECESSARY. IN SUCH CASES, THE CONTRACTOR WILL BE NOTIFIED OF TERMINATION BY REGISTERED OR CERTIFIED MAIL.

6.

PROMPTLY AFTER THE AWARD AND BEFORE THE FIRST DELIVERY, THE CONTRACTOR MUST FURNISH EACH AGENCY WITH THE CODE CARD WHICH INDICATES THE DAY ON WHICH THE BREAD WAS MADE. EACH LOAF MUST BEAR THIS CODE. FAILURE TO DO THIS MAY RESULT IN THE CONTRACT BEING CANCELLED.

7.

BREAD OR ROLLS WHICH ARE DETERMINED BY AGENCY AUTHORITIES TO BE UNACCEPTABLE DUE TO MOLD OR OTHER CONDITIONS WHICH RENDER THE PRODUCT INEDIBLE WILL BE REJECTED AND WILL BE REPLACED BY THE CONTRACTOR WITH LIKE ITEMS OF ACCEPTABLE CONDITIONS AT NO CHARGE.

8. PRODUCTS DESIGNATED FRESH SHALL BE DELIVERED WITHIN 24 HOURS OF PRODUCTION. PRODUCTS DESIGNATED NON-FRESH SHALL BE DELIVERED WITHIN 72 HOURS OF PRODUCTION. SHOULD THE CONTRACT BE AWARDED ON THE BASIS OF NON-FRESH AND THE CONTRACTING BAKERY IS UNABLE TO SUPPLY THESE ITEMS, FRESH PRODUCTS WILL BE FURNISHED AT THE CONTRACT PRICE FOR NON-FRESH.

9. ALL SLICED BREAD LOAVES SHALL CONTAIN SLICES OF ONE OUNCE MAXIMUM WEIGHT. STATED OUNCE PER LOAF SHALL YIELD SAME NUMBER OF SLICES PER LOAF EXCLUSIVE OF END PIECES. EXAMPLE: 22 OUNCE LOAF SHALL YIELD 21

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### TERMS (cont'd):

SLICES EXCLUSIVE OF END PIECES.

10.

ADDITIONAL ITEMS MAY BE ADDED TO ANY RESULTING CONTRACT. THE VENDOR SHALL BE ASKED TO PROVIDE A UNIT PRICE.

11.

BIDDER MUST SPECIFY BRAND AND BRAND CODE FOR EACH ITEM. FAILURE TO SUPPLY THIS INFORMATION MAY CAUSE YOUR BID TO BE CONSIDERED NON-RESPONSIVE AND REJECTED FROM CONSIDERATION FOR AWARD.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
0001	37515-200020	LF	4.6700		

BREAD, RAISIN LOAF, (NOT ICED) FRESH, \_\_\_\_\_ OZ. PER LOAF

BREAD, RAISIN LOAF, FRESH, NOT ICED, 16 OZ PER LOAF, BRAND NAME, H&S BAKERY

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0002	37515-310825	LF	32.1600		
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BREAD, WHOLE WHEAT, NON-FRESH

BREAD, WHOLE WHEAT, NON-FRESH, 100% WHOLE WHEAT, 16 OZ PER LOAF.

BUYER PLEASE NOTE: THIS IS AN 8 PACK OF 16 OZ LOAVES, CASE CANNOT BE DIVIDED. PRICE IS \$15.00 PER CASE. BRAND NAME GOURMET.

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0003	37515-320200	LF	3.7300		
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BREAD, WHITE, FRESH, \_\_\_\_\_ OZ. PER LOAF

BREAD, WHITE, FRESH, 16 OZ PER LOAF, BRAND NAME GOURMET

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0004	37515-320205	LF	40.3600	
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BREAD, WHITE, NON-FRESH,

BREAD, WHITE, NON-FRESH, 24 OZ PER LOAF.

BUYER PLEASE NOTE: THIS IS AN 8 PACK

8/24OZ

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0005	37515-200105	LF	7.6700	
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BREAD, RYE, NON-FRESH, \_\_\_\_ OZ. PER LOAF

BREAD, RYE, NON-FRESH, UNSEEDED, 16 OZ PER LOAF

BUYER PLEASE NOTE: COST IS PER LOAF

BRAND NAME H&S BAKERY.

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0006	37515-09RICA	PK	3.9700	
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KAISER ROLLS, FRESH, SLICED 150/PK

KAISER ROLL, FRESH, SLICED, 150 PER CASE, APPROXIMATELY 2.4 OZ PER ROLL. BRAND NAME H&S BAKERY

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0007	38506-186010	CS	20.5500	
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BISCUIT, HEAT AND SERVE, WHOLE WHEAT, 2 OZ/20 COUNT PER CASE

BISCUITS, HEAT AND SERVE, 7/16 CT, 2.8OZ

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0008	37515-240015	CS	5.1600	
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ROLL, DINNER, HOMESTYLE WHEAT, 1.5 OZ SIZE, 240/CS

ROLLS, DINNER, HOMESTYLE WHEAT, APPROXIMATELY 1.5 OUNCES PER ROLL, 240 ROLLS PER CASE

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0010	38506-01RICA	CS	4.2100	
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BREAD STICKS

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BREAD STICKS, WHOLE WHEAT, APPROXIMATELY 1.6 OUNCE PER ITEM, 120 PER CASE

13 OUNCE PACKS AVAILABLE, 8 STICKS PER PACK, BRAND NAME H&S BAKERY

0011	38512-100105	CS	42.6500
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CROISSANTS, WHOLE WHEAT, 2 OZ, 78 COUNT PER CASE

CROISSANTS, WHOLE WHEAT, 1.5 OUNCES PER ITEM, 90 COUNT PER CASE

0012	37515-300030	DZ	32.1900
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ROLLS, HAMBURGER, NON-FRESH

ROLLS, HAMBURGER, NON-FRESH, 8-PACK, APPROXIMATELY 1.7 OUNCES PER ROLL, 4" EACH.

BUYER PLEASE NOTE: CASE COMES WITH 12 8-PACKS AND CANNOT BE DIVIDED. CASE PRICE IS \$23.86. BRAND NAME IS GOURMET.

0013	37515-300015	DZ	33.7500
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ROLLS, FRANKFURTER, NON-FRESH

ROLLS, HOT DOG, NON-FRESH, 8-PACK, 12 OUNCES PER PACK, APPROXIMATELY 1.5 OUNCES PER ITEM, 6" LENGTH.

BUYER PLEASE NOTE: CASE UNIT COMES AS 12 8-PACKS AND CANNOT BE DIVIDED.

0014	37515-690055	PK	6.8500
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ROLLS, STEAK, SEEDLESS, FRESH

ROLL, STEAK, FRESH, SEEDLESS, SLICED, 12-PACK, APPROXIMATELY 3 OUNCES PER ROLL

0015	37515-200084	LF	4.0300
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BREAD, SPLIT TOP, WHEAT, 23 OZ, 24 SLICES

BREAD, SPLIT TOP, WHOLE WHEAT, BRAND NAME ULTIMATE GRAINS

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0016	38506-180604	CS	28.7600	
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BISCUIT, HEAT AND SERVE

BISCUITS, HEAT AND SERVE, WHITE, 24 PACK, APPROXIMATELY 1 OUNCE  
PER ITEM

BUYER PLEASE NOTE: CASE SIZE IS 120 LAYER PACK AND CANNOT BE DIVIDED.

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0017	37515-200081	LF	5.9200	
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BREAD, ALL ROMAN MEAL HONEY WHEAT BERRY, (2.47/24 OUNCE LOAF)  
PRODUCT # 2252

BREAD, ALL ROMAN MEAL HONEY WHEAT BERRY, 24 OUNCE LOAF

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0018	37515-07RICA	PK	6.4500	
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KAISER ROLLS, FRESH

ROLLS, KAISER, 12-PACK, APPROXIMATELY 2.2 OUNCES PER ROLL, 26 OUNCE  
TOTAL WEIGHT, BRAND NAME H&S BAKERY

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0019	37515-MGRAIN	PK	5.1600	
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MULTIGRAIN DINNER ROLLS

ROLLS, DINNER, MULTI-GRAIN, 12-PACK, APPROXIMATELY 1.8 OUNCES PER  
ROLL

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0020	37515-650030	PK	5.0400	
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ROLLS, SPLIT TOP

ROLLS, SPLIT-TOP, WHEAT, 16-PACK, APPROXIMATELY 1.25 OUNCES PER ROLL

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END OF ITEM LIST

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**AUTHORIZED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**BUYER AUTHORIZED DESIGNEE**